

**Status of Interlocal Service Boundary Agreements**  
8/26/2009

Level of Discussion		Service Agreements					
		Planning		Water/ Wastewater		Roads	
		Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X		X		X		X
City of Center Hill		X			X		X
City of Coleman		X	X		X		X
City of Webster		X			X		X
City of Wildwood			X		X		X

		Service Agreements					
		Parks		Fire		Library	
		Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell			X		X		X
City of Center Hill	X		X		X		
City of Coleman	X		X		X		X
City of Webster	X		X		X		X
City of Wildwood		X	X		X		X

		Service Agreements			
		Solid Waste		Stormwater	
		Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X				X
City of Center Hill	X	X			X
City of Coleman	X	X			X
City of Webster	X	X			X
City of Wildwood	X	X			X

		Service Agreements					
		Police		Mosquito Control		Animal Control	
		Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell			X		X		
City of Center Hill	X		X		X		
City of Coleman	X		X		X		
City of Webster	X		X		X		
City of Wildwood		X	X		X		

## Population Estimates

	U.S. Census 2000	BEBR Actual <sup>(1)</sup>	
		2008	2009
<b>Total County Population</b>	53,345	93,024	95,304
Less Inmates		8,810	9,275
<b>Net Total County Population</b>	NA	84,214	86,029
Population in Cities			
Bushnell	8,336	9,579	9,516
Center Hill	2,050	2,344	2,364
	910	921	921
<b>Coleman</b>	<b>647</b>	<b>643</b>	<b>644</b>
Webster	805	786	784
Wildwood	3,924	4,885	4,825
<b>Unincorporated Population</b>	<b>45,009</b>	<b>74,635</b>	<b>76,513</b>

(1) BEBR Actual is the official Bureau of Economic and Business Research at the University of Florida (BEBR) Population Estimate for Revenue Sharing.

**Working Draft**

**Interlocal Service Boundary  
and Joint Planning  
Agreement**

**City of Coleman and Sumter  
County**

**August 26, 2009**

Prepared by: Sumter County Planning Department  
08/26/2009

**Working Draft August 26, 2009**  
**Interlocal Service Boundary and Joint Planning Agreement**  
**City of Coleman and Sumter County**

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**WORKING DRAFT – AUGUST 26, 2009****MASTER INTERLOCAL SERVICE BOUNDARY  
AND JOINT PLANNING AGREEMENT  
BETWEEN THE CITY OF COLEMAN AND SUMTER COUNTY**

This Master Interlocal Service Boundary and Joint Planning Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City"), and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as annexation and joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources in advance of annexation; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and

1 WHEREAS, the extension of the City and County facilities and services are most  
2 efficiently provided if the process and timing of long range planning, annexation, and  
3 development review processes for the City and County are clearly identified and part of a  
4 coordinated countywide planning in advance of the City and County capital planning,  
5 commitment, and expenditure; and  
6

7 WHEREAS, the agreement of the County to waive its rights to contest future annexations  
8 within a defined geographic area, pursuant to the conditions provided herein, and refrain from  
9 proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida  
10 Statutes, that negates the terms and conditions of this Agreement are a material inducement to  
11 the City to enter into this Agreement; and  
12

13 WHEREAS, the agreement of the City to undertake annexation, joint planning efforts,  
14 and coordination of public services and infrastructure in a manner that is part of a countywide  
15 planning effort are a material inducement to the County to enter into this Agreement; and  
16

17 WHEREAS, the City Commission and County Commission, after due consideration and  
18 deliberation, has determined that the lands included in the Municipal Service Area (MSA)  
19 described herein may be necessary to reasonably accommodate urban growth projected in the  
20 City, and the City is able to provide the appropriate supporting urban infrastructure during the  
21 term of this Agreement; and  
22

23 WHEREAS, the City and the County find that the benefits of intergovernmental  
24 communications and coordination will accrue to both Parties; and  
25

26 WHEREAS, the elected officials of the City and the County have met and negotiated in  
27 good faith to resolve issues relating to annexation and joint planning and coordinated provision  
28 of public services and infrastructure and wish to memorialize their understanding in this  
29 Agreement; and  
30

31 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of  
32 the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).  
33

34 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
35 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
36 County agree as follows:  
37

- 38 1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into  
39 this Agreement as if fully set forth herein.  
40
- 41 2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are  
42 fully incorporated as if fully set forth herein and address the issues within the City's  
43 initiating resolution and the County's responding resolution:  
44

- 45 a. Planning Services
- 46 b. Water and Sewer Services
- 47 c. Roads
- 48 d. Building Services

- 1 e. Parks and Recreation Services
- 2 f. Fire Services
- 3 g. Library Services
- 4 h. Workforce Housing Services
- 5 i. Solid Waste Services
- 6 j. Stormwater Services
- 7 k. Geographic Information Systems
- 8 l. Law Enforcement
- 9 m. Mosquito Control
- 10 n. Animal Control
- 11

- 12 3. Uniformity of Master and Sub-Agreements. The County is negotiating similar
- 13 Agreements and Sub-Agreements with other cities in the county. The County shall
- 14 assure, to the greatest extent feasible, that benefits and responsibilities within the
- 15 Agreements and Sub-Agreements related to consolidated, county managed local
- 16 government services which were formerly managed by the cities prior to execution of the
- 17 agreements shall be equal between each city. If the County grants a greater benefit to any
- 18 other city, the City shall be given an opportunity to obtain an equivalent benefit. The
- 19 County shall not deny the City such equivalent benefit unless it would be unreasonable to
- 20 grant said benefit.
- 21
- 22 4. Term of Agreement. This Agreement and all attached subagreements shall take effect
- 23 upon final adoption of the ordinances adopting this agreement enacted by the County and
- 24 the City. The effective date shall be the date of final adoption by the City or County,
- 25 whichever is later. The initial term of the Agreement and all subagreements shall be
- 26 twenty(20) years from the effective date of the Agreement.
- 27
- 28 5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, if the
- 29 Agreement is extended beyond the initial three (3) year period for any length of time up
- 30 to 20 years from the effective date of this Agreement, then the City and County shall
- 31 initiate negotiations for the renewal and extension of this Agreement beyond the 20 year
- 32 term no later than 18 months prior to the termination of the 20 year term.
- 33
- 34 6. Termination of Agreement. The County or City may terminate this Agreement at
- 35 anytime upon delivery of a notice of termination to the other Party at least 180 days prior
- 36 to the proposed date of termination. A Party delivering such a notice of termination as
- 37 aforesaid may, in such Party's sole discretion, revoke such notice of termination at any
- 38 time prior to the termination date.
- 39
- 40 7. Dispute Resolution. The County and City agree to resolve any dispute related to the
- 41 interpretation or performance of this Agreement in the manner described in this section.
- 42 Either Party may initiate the dispute resolution process by providing written notice to the
- 43 other Party. Initiation of the dispute resolution process shall operate as a stay of the action
- 44 which is the subject of the dispute.
- 45
- 46 a. Notwithstanding the foregoing, in the event that either Party determines in its sole
- 47 discretion and good faith that it is necessary to file a lawsuit or other formal challenge
- 48 in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or

otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

- b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.
  - c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.
  - d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.
  - e. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.
8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action which will result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Agreement, that Party shall notify the other Parties to this Agreement, in accordance with Florida law. Further, the transfers of any lands, transportation facilities (including roadways), parks, or any other public facilities under the terms of this Agreement shall not be reversed if this Agreement is terminated, except though a separate agreement in writing approved by both Parties.
9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery



for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

Sumter County  
Attn: County Administrator  
910 N. Main Street  
Bushnell, FL 33513

If to the City:

City of Coleman  
Attn: City Clerk  
P. O. Box 456  
Coleman, FL 33521-0456

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.
11. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.
13. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

- 1 14. Periodic Review. Each month, during the term of this Agreement, the City Manager or  
2 City's designee and County Administrator shall meet to discuss and resolve any issues or  
3 concerns related to this Agreement.  
4
- 5 15. Amendments. Amendments may be proffered by either Party at any time. Proposed  
6 amendments shall be in writing and must be approved by a majority of the governing  
7 boards of each Party or shall be considered not adopted.
- 8 16. Supremacy. The Parties agree and covenant, having given and received valuable  
9 consideration for the promises and commitments made herein, it is their desire, intent and  
10 firm agreement to be bound by and observe the terms of this Agreement wherever such  
11 terms are more stringent than those subsequently enacted by the Legislature. Should the  
12 terms of this Agreement conflict with previous agreements between the Parties, the terms  
13 of this Agreement shall control.
- 14 17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies  
15 and constitutes the entire understanding of the Parties with respect to the subject matters  
16 addressed herein, and all prior agreements, understandings, representations and  
17 statements, oral or written, are superseded by this Agreement.
- 18 18. Governing Law and Venue. The laws of the State of Florida shall govern this  
19 Agreement, and venue for any action to enforce the provisions of this Agreement shall  
20 only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and  
21 venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If  
22 circumstances arise which cause a conflict between this paragraph and paragraph 7  
23 ("Dispute Resolution") paragraph 7 shall control.
- 24 19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in  
25 any situation in any jurisdiction shall not affect the validity or enforceability of the  
26 remaining terms and provision hereof or the validity or enforceability of the offending  
27 term or provision in any other situation or in any other jurisdiction.  
28
- 29 20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this  
30 Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,
- 31 21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans.  
32 Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of  
33 the effective date of this Agreement, shall amend their respective Intergovernmental  
34 Coordination Elements of their adopted Comprehensive Plans to establish consistency  
35 and compliance with this Agreement.
- 36 22. Future Charter Governance. The Parties agree that in the event the County pursues  
37 implementation of a Charter form of governance, pursuant to Section 125.60, Florida  
38 Statutes, that requires a joint planning agreement or similar agreement as a condition for  
39 future annexations or to otherwise provide restrictions or conditions on planning, design  
40 or regulatory functions and prerogatives currently within the authority of municipalities  
41 located in the County, that this Agreement shall constitute full compliance with such a  
42 requirement. The County agrees to provide the City with notice and an opportunity to  
43 provide Charter language sufficient to accomplish this purpose. During the term of this

1 Agreement, the County shall not propose or adopt any Charter that negates the terms and  
2 conditions of this Agreement.  
3

4 23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008),  
5 meetings of the County after final execution of this agreement and all subagreements by  
6 all parties, the County shall adopt this agreement by ordinance pursuant to Section  
7 125.66, Florida Statutes at or before the next regular meeting.  
8

9 24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the  
10 next regular meeting of the City after final execution of this agreement and all its  
11 subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to  
12 Section 166.041, Florida Statutes.  
13

14 **IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement on behalf of  
15 the respective party set forth below, pursuant to the authority granted to each of the undersigned  
16 in the resolution by which each party approved and adopted this Agreement.  
17

18 **SIGNATURE PAGE TO BE ADDED**

**WORKING DRAFT**  
**Planning Services**  
**Service Delivery Sub-Agreement**

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This Planning Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as joint planning; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacity to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

1  
2 WHEREAS, the City and the County wish to identify lands that are logical candidates for  
3 urbanized development, the appropriate land uses and infrastructure needs and provider for such  
4 lands, ensure protection of natural resources, and to establish a unified countywide planning  
5 organization; and  
6

7 WHEREAS, the extension of the City and County facilities and services are most  
8 efficiently provided if the process and timing of long range planning and development review  
9 processes for the City and County are clearly identified and part of a unified countywide  
10 planning organization in advance of the City and County capital planning, commitment, and  
11 expenditure.  
12

13 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
14 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
15 County agree that a coordinated and unified approach to planning, zoning, and development  
16 review will result in development patterns that protect and promote the health and welfare of all  
17 of the citizens of Sumter County and agree that a need exists to change said service delivery  
18 arrangements in the following manner:  
19

20 1. Planning Service Delivery.  
21

- 22 a. The County shall serve as the single, unified point of service for planning,  
23 zoning, and development review issues throughout unincorporated Sumter  
24 County including the City. This service shall be known for purposes of this  
25 Agreement as the "Unified Sumter County Planning Service". The Unified  
26 Sumter County Planning Service will provide staff support and  
27 recommendations to the City's planning or zoning review authority and  
28 governing body. The City's governing body shall retain independent approval  
29 of planning, zoning, and development review issues as provided by local  
30 ordinance and State law.  
31
- 32 b. The Unified Sumter County Planning Service will function and be funded as a  
33 Sub-division under Sumter County Board of County Commissioners.  
34
- 35 c. As needed, certain qualified staff members of City currently responsible for  
36 planning, zoning, and development review functions shall be provided the  
37 opportunity by the County to become employees of the Unified Sumter  
38 County Planning Service. However, the County is not obligated to employ or  
39 compensate every staff member of the City whose employment status is  
40 affected by the implementation of this Agreement.  
41
- 42 d. The County shall be responsible for funding of the staff and operational costs  
43 of the Unified Sumter County Planning Service.  
44
- 45 e. The County and City shall be independently responsible for costs related to  
46 studies for Community Redevelopment Agencies (CRA) or other special  
47 districts. If the parties hereto mutually determine that the cost of these studies  
48 must be shared amongst the affected jurisdictions, then a separate joint

1 funding agreement is required to be approved by the governing boards of the  
2 participating jurisdictions.

- 3  
4 2. Unified County-City Comprehensive Plan. The County and City agree to prepare and  
5 adopt a unified Sumter County Comprehensive Plan, consistent with Chapter 163, Part  
6 II, Florida Statutes. This unified Sumter County Comprehensive Plan shall serve as  
7 the comprehensive plan required for each jurisdiction pursuant to Chapter 163, Part  
8 II, Florida Statutes. Preparation and adoption of the unified Sumter County  
9 Comprehensive Plan shall occur as part of the Evaluation and Appraisal Report  
10 (EAR) process (Section 163.3191, Florida Statutes) for Sumter County. Sumter  
11 County's EAR is due to the Florida Department of Community Affairs by January 1,  
12 2010, and the related amendments to the Comprehensive Plan by February 2011.

13  
14 3. Municipal Service Area.

15  
16 a. The Municipal Service Area (MSA) is defined as the area outside of the City's  
17 boundary that constitutes a logical area for urbanized development and serves  
18 as the Joint Planning Area (JPA), as more specifically defined in Section  
19 171.202(11) and Section 163.3171, Florida Statutes;

20  
21 b. The City shall demonstrate that public services are readily available or  
22 planned to be provided within a reasonable timeframe within the MSA;

23  
24 c. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes,  
25 the County and City shall, at their earliest convenience, incorporate the  
26 boundaries of the MSA into the Future Land Use Maps of their respective  
27 Comprehensive Plans or of the Unified Comprehensive Plan, if the Unified  
28 Comprehensive Plan is adopted;

29  
30 d. The County and City shall transmit their respective Comprehensive Plan  
31 amendments as soon as possible to assure compliance with any applicable  
32 requirement of Chapters 163 and 171, Florida Statutes. The City and County  
33 further agree that if approval of the Comprehensive Plan amendments by the  
34 Florida Department of Community Affairs exceeds any applicable time  
35 frames required by Statute for such approval, that this Agreement will remain  
36 in full force and effect and the Parties will continue to work together to seek  
37 approval of the required amendments; and

38  
39 e. The MSA is shown on Map 1. **(TO BE DEVELOPED)**

- 40  
41 4. Global Changes to MSA Boundary. Global changes to the MSA boundary shall be  
42 by amendment to the Comprehensive Plans of the County and City or Unified  
43 Comprehensive Plan, if the Unified Comprehensive Plan is adopted, and shall, not be  
44 effective unless jointly approved by both the County and City or determined through  
45 dispute resolution.

5. Future Land Use Pattern.

- a. The City and County agree to the generalized future land use pattern for the MSA shown on Map 2 (**TO BE DEVELOPED**). The City and County shall amend their respective Comprehensive Plan's or Unified Comprehensive Plan, if the Unified Comprehensive Plan is adopted, future land use maps to reflect the agreed future land use pattern. The County shall prepare the required amendments for the City and County through the Unified Sumter County Planning Service. If the Florida Department of Community Affairs fails to approve the amendments, this Agreement will remain in full force and effect and the Parties will continue to work together to determine the proper future land uses and obtain approval by the Florida Department of Community Affairs.
- b. The County and City agree to utilize the results of the County's 2008 countywide visioning process to provide a general framework for development of the generalized future land use pattern.

6. Annexation within the MSA. Within the MSA, the City may annex property that is not contiguous, creates enclaves, or creates pockets with the understanding that the property proposed for annexation must meet the following criteria:

- a. Consistent with the prerequisites to annexation and consent requirements for annexation in Section 171.204 and Section 171.205, Florida Statutes;
- b. Utilities are available or scheduled to be provided to the property within five (5) years;
- c. A road directly impacted by the annexation, meaning such road directly abuts the property or otherwise provides significant service to the property, meets concurrency or concurrency deficiencies are mitigated through a binding agreement;
- d. All other municipal services are available to the site; and
- e. City has adopted the MSA as part of its Comprehensive Plan, as required by Section 171.203(11), Florida Statutes.

7. Minor Amendments to MSA Boundary. The MSA may be expanded to include one specific property for annexation following joint approval by the City and County. Approval shall not be unreasonable withheld if the property meets the criteria for annexation within the MSA and there is no increase in density or intensity of development. If there is an impasse, the City and County will resolve through the dispute resolution process.

8. Determination of Properties Partially in the MSA.

- a. If at least 50% of the area of the property proposed to be annexed is within the MSA, then the property shall be treated as if it were all within the MSA for purposes of this Agreement;
- b. If less than 50% of the area of the property to be annexed is within the MSA, then it shall be treated as outside the MSA for purposes of this Agreement; and
- c. The above provisions shall not be construed so that a property owner could not choose to annex a portion of a property inside the MSA.

**End of Planning Service Sub-Agreement**



**WORKING DRAFT**  
**Water and Sewer Services**  
**Delivery Sub-Agreement**

---

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water and sewer services within the city and in surrounding unincorporated areas; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as water and sewer services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. Municipal Service Area (MSA) and Utility Service Area (USA).

- a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.
- b. The Utility Service Area (USA) is the area within which the City provides water,

wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes.

- c. The County will facilitate discussion with each city in Sumter County to create a USA for each city. The USA will be established pursuant to and comply with the requirements of Chapter 180, Florida Statutes.
- d. The City's USA shall include all areas in the USA it has currently approved and established through Chapter 180, Florida Statutes, and any area approved by the County and City pursuant to this Agreement.

2. Right of First Refusal.

- a. The County shall require new development within the USA, which requires central water and/or sewer services, to connect, if available, to the City's water and/or sewer system.
- b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.
- c. If the city in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal.
- d. If no city can serve the project, the developer may construct a system approved by the city in whose USA they are located; and if agreed upon by the city and developer, turn the system over to that city.

3. Portion of Property in USA.

- a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then the property shall be treated as if it were all within the USA for purposes of this Agreement.
- b. If less than 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then it shall be treated as outside of the USA for purposes of this Agreement.

4. Abstention from County Public Water/Wastewater System The County shall abstain from the development and operation of public water and sewer services within the USA except in the following circumstances:

- a. Failure of a private or municipal public water and/or sewer provider or the failure of a homeowner's association to provide for the service to its customers;
- b. Failure of or obsolete private wells or septic tanks in an area that would result in a significant negative impact to public health or environmental resources; and
- c. The City shall have the right of first refusal to provide the services to the failed

1 water and/or sewer system or areas with failed or obsolete private wells or septic  
2 tanks.

3  
4 5. Fire Hydrants.

- 5  
6 a. The City shall install fire hydrants when constructing new water lines of six (6)  
7 inches or more in diameter; and  
8  
9 b. The fire hydrants shall be spaced in a manner that will reasonably achieve the  
10 goals of the County and City. The City shall space the fire hydrants no further  
11 than 1,200 feet apart.  
12  
13 c. The city shall obtain, purchase or otherwise construct all fire hydrants within the  
14 boundaries of the City or the boundaries of the USA, as well as any fire hydrant  
15 that is pressurized by water provided by City utilities. Sumter County Fire  
16 Rescue will perform its own fire flow tests and perform minor fire hydrant  
17 maintenance, limited to oiling, greasing, and painting. Sumter County Fire  
18 Rescue will provide proper street marking for the fire hydrants. The City shall  
19 perform major repairs of the fire hydrants. The City shall be responsible for any  
20 maintenance of fire hydrants not categorized as "minor" herein.  
21

22  
23 **End of Water and Sewer Service Sub-Agreement**

**WORKING DRAFT**  
**Roads**  
**Service Delivery Sub-Agreement**

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This Roads Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance can not be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree

1 that a coordinated approach to road services will result in better and more efficiently maintained  
2 roads for all of the citizens of Sumter County and a need exists to change said service delivery  
3 arrangements in the following manner:  
4

5 1. Service Delivery Agreement.  
6

- 7 a. Sumter County shall retain all roads designated as "Regionally Significant" by the  
8 Lake-Sumter Metropolitan Planning Organization (LSMPO) within the Municipal  
9 Service Area (MSA);  
10  
11 b. Roads designated as "Emerging Regionally Significant" by the LSMPO as indicated  
12 on the attached Map "3" will be maintained by the County for up to three (3) years  
13 after the City annexes 51% of the linear footage of the road in order to allow time for  
14 full consideration of the road to transition its classification to a "Regionally  
15 Significant" road. If the road is not classified as "Regionally Significant" after this  
16 three (3) year period, then the road shall be transferred to the jurisdiction and  
17 maintenance responsibility of the City. However, if at any time prior to or after the  
18 three (3) year period the road becomes classified as "Regionally Significant" by the  
19 LSMPO the County shall maintain, if prior to the three (3) year period, or be  
20 transferred, if after the (3) year period, jurisdiction and maintenance responsibility for  
21 the road;  
22  
23 c. On October 1 2009, all non-"Regionally Significant" County roads within or adjacent  
24 to the existing City boundary shall become roads under the City's jurisdiction and  
25 maintenance responsibility upon the occurrence of the following condition: At least  
26 fifty-one percent (51%) of the road segment is either within or adjacent to the existing  
27 City boundary;  
28  
29 d. All non-"Regionally Significant" County roads within the MSA shall become roads  
30 under the City's jurisdiction and maintenance responsibility by segment upon  
31 annexation of at least fifty-one percent (51%) of an agreeable segment;  
32  
33 e. Road segment for purposes of this agreement shall mean the portion of a non-  
34 regionally significant road between two major intersecting roads. Major intersecting  
35 roads shall be those roads as identified on Map "3" and any other road which is not  
36 now designated.  
37  
38 f. The 51% is calculated based on the frontage of annexed parcels on each side of the  
39 road segment between two major intersecting roads; and  
40  
41  
42 g. Once 51% or more of a segment is annexed, the entire road segment between the two  
43 major intersecting roads will be deemed annexed into the City and under the City's  
44 jurisdiction, and ownership and the City will be fully responsible for all maintenance  
45 and other responsibilities of the road;  
46  
47 h. Any County or City agreements for road improvements with other governmental or  
48 private entities existing at the time of the approval of this Agreement shall remain in

full force and effect except in the case of a conflict with this Agreement, in which case the terms of this Agreement shall prevail; and,

- i. The parties recognize that jurisdiction for purposes of all law enforcement issues shall be governed by the law enforcement subagreement. The ownership of the road shall mean that the party owning the road is responsible for maintenance, upgrades, ownership of the right of way and all of the other rights and responsibilities related to the roads other than those which fall within the purview of law enforcement.

2. Level of Service. Within the MSA, the City and County will establish the following Level of Service Standards (LOS):

Interstate, Limited Access Parkways	C
Principal Arterials	D
Minor Arterials	D
Major and Minor Collectors	D
Local Streets	D

If an LOS standard is to be established below what is stated, both City and County must approve the change.

For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive Program (TRIP) Funded roadways, the LOS shall be established by the Florida Department of Transportation (FDOT).

3. Planning for Roads.

- a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan. The County shall assure the City has the opportunity to participate in the development of the LSMPO 2035 Long Range Transportation Plan;
- b. Within the MSA, the County and City will work together on the design of roads;
- c. The City and County agree to create a multi-modal transportation master plan with the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian trails/sidewalks, bicycle trails, etc.;
- d. The City and County agree to maintain a Unified Concurrency Management System (CMS) through the LSMPO. The City and County agree to update the system when applicable including de-minimus trips. The City and County agree to share the cost of this system based upon the most recent University of Florida Bureau of Economic and Business Research (BEBR) population percentages; and
- e. The City and County agree to update the CMS with yearly traffic counts.

4. Review of Development within the MSA.

- a. Within the MSA, the City and County agree to contract with the LSMPO to review all traffic impact studies for development meeting a mutually acceptable threshold; and
- b. Within the MSA, the City and County agree to enter into Proportionate Share Agreements or other similar agreements, for development meeting a mutually acceptable threshold, with the City, County, developer, and other impacted jurisdictions to establish required traffic mitigation and responsibility for mitigation.

5. Funding.

- a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the County wishes to extend the MSTU into the City, it must obtain the agreement of the City Commission. The City may request that the County establish a MSTU in areas of the City and County to provide funding for improvements to interjurisdictional roads. If the City requests the establishment of MSTU, then the City shall fund and complete the necessary studies and analysis to establish MSTU. If a MSTU is pursued by the County, then the County shall fund the costs of the necessary studies and analysis to establish the countywide MSTU. If the County and City jointly pursue a MSTU, then the City shall fund their proportionate share of the costs of the necessary studies and analysis to establish the joint MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR;
- b. The City may establish a special assessment within the City limits to fund improvements of City roads as long as the City meets all of the requirements of Chapter 170, Florida Statutes.
- c. The County shall collect 100% of the applicable County road impact fees within all areas of the City, to mitigate for impacts to County and State roadways; and
- d. Within the City limits, the City may also enact additional road impact fees that do not duplicate the County's road impact fee; and
- e. City and County will work together on funding sources for capital improvements relative to transportation within the MSA.

6. Maintenance.

- a. "Regionally Significant" roads within the MSA: The City and County may enter into maintenance agreements for certain segments of "Regionally Significant" roads within the MSA. The County agrees that the City shall be justly compensated for any and all maintenance subjugated to the City through a maintenance agreement. These maintenance agreements shall include, but not be limited to:

- i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees, special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement or edge of curb and within medians;
    - ii. Jurisdiction for all stormwater drainage and retention systems associated with the "Regionally Significant" road systems; and
    - iii. The cost of maintenance shall be negotiated between the parties on an annual basis as part of the budgetary process.
  - b. The County will be responsible for all stormwater drainage retention systems associated with "Regionally Significant" roads. If the City agrees to mow these areas, the City will be justly compensated; and
  - c. All non-"Regionally Significant" whose jurisdiction is transferred to the City under the terms of this agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement.
7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting representatives on the LSMPO Governing Board, then the County shall ask that one of the voting members be an annually rotating Sumter County municipality. Once a municipality joins the LSMPO Board as an independent voting member, then they will not be eligible to participate on the rotation.

**End of Roads Sub-Agreement**



**WORKING DRAFT**  
**Building Permitting and Inspection**  
**Service Delivery Sub-Agreement**

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This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions. This independent approach to building permitting and inspections does not allow for the most efficient provision of this service. Currently, there is minimal coordination of building permitting and inspection issues; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote the safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall serve as the single, unified point of service for building permitting and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit

1 application processing, building permit plan review, building inspections, and  
2 code enforcement. The Sumter County Building Official shall serve as the  
3 Building Official for the City. The building permit processing, review, inspection  
4 services, and code enforcement shall be provided consistent with the City's local  
5 ordinances and State law.

6  
7 b. The Consolidated County/City Building Services will function and be funded as a  
8 Sub-division under Sumter County Board of County Commissioners.

9  
10 c. The County shall be responsible for funding of the staff and operational costs of  
11 the Consolidated County/City Building Services. Funding for the Consolidated  
12 County/City Building Services shall be generated from fees collected for building  
13 permit applications, reviews, and inspections within unincorporated Sumter  
14 County and the City. Fees collected for building permits, reviews, and  
15 inspections within the City shall be based on the County's fee schedule.

16  
17 d. The County and City agree to prepare and adopt unified operational procedures  
18 for building permit processing, review, and inspections to assure a high level of  
19 service to customers without undue delay.

- 20  
21 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the  
22 County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida  
23 Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire Prevention  
24 Code in providing all fire prevention/safety inspections and complete all fire building  
25 plans reviews within the City and unincorporated areas.

26  
27 **End of Building Services Sub-Agreement**  
28

**WORKING DRAFT**  
**Parks and Recreation**  
**Service Delivery Sub-Agreement**

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This Parks and Recreation Service Delivery Sub-Agreement is made and entered into this XXX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Sumter County who wishes to take advantage of those opportunities; and

WHEREAS, the County and City recognize the most efficient approach to provide parks and recreation services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to parks and recreation services will protect and promote the health and welfare of all of the citizens of Sumter County and agree that a need exists to change said service delivery arrangements in the following manner:

1       1. Service Delivery Agreement.

- 2
- 3       a. The County shall provide regional passive park and recreational facilities and/or
- 4       programs for all citizens of Sumter County. Regional passive park and
- 5       recreational facilities and/or programs are parks that are 40 acres or larger and
- 6       include natural areas, trails, boat launches, picnicking, camping, nature study, and
- 7       other primary uses and activities that are based on the natural features of the park.
- 8
- 9       b. The County shall abstain from the development or funding of active park or
- 10       recreational facilities and/or programs except those funded via a municipal service
- 11       benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU)
- 12       or other funding source approved by the voters of Sumter County (i.e. general
- 13       obligation bonds). Active park and recreational facilities include baseball/softball
- 14       fields, soccer fields, football fields, basketball courts, and other park or
- 15       recreational facilities that are developed for primary uses other than open space
- 16       and related activities based on the natural features of the park.
- 17
- 18       c. The City shall take ownership, by quit claim deed, of any County park that does
- 19       not meet the definition of a regional passive park, as defined above, upon the
- 20       annexation of a parcel adjacent to the County park. Quit claim deeds to all non-
- 21       passive parks currently eligible for transfer shall be executed by the County on or
- 22       about October 1, 2009.

23

24       2. Funding.

- 25
- 26       a. The City shall maintain the ability to implement fee rates for park and recreation
- 27       facilities and programs that differentiate between residents and non-residents of
- 28       the City.
- 29
- 30       b. The City shall maintain sole authority and funding responsibility of all parks and
- 31       recreational facilities within its City limits or transferred to City's ownership
- 32       under this agreement.
- 33
- 34       c. The County shall not provide funding to the City for parks and recreational
- 35       facilities and programs in the City unless the funding is provided through a
- 36       MSBU or MSTU or other dedicated funding source approved by the voters of
- 37       Sumter County (i.e. general obligation bonds).
- 38
- 39       d. The City may request the County to establish a MSBU or MSTU for parks and
- 40       recreation. If the City requests the establishment of a MSBU or MSTU, then the
- 41       City shall fund and complete the necessary studies and analysis to establish the
- 42       MSBU and MSTU.
- 43
- 44       e. If a countywide MSBU or MSTU is pursued by the County, then the City shall
- 45       fund their proportionate share of the costs of the necessary studies and analysis to
- 46       establish the countywide MSBU and MSTU. The proportionate share shall be
- 47       based on the percentage of the City's population compared to the total countywide
- 48       population using the most recent population estimated by BEBR.

1  
2  
3  
4  
5  
6  
7

3. Staff Support. Qualified staff members of the County currently responsible for County park support services for parks to be transferred to the City may, at the sole discretion of the City, be provided the opportunity by the City to become employees of the City upon the transfer of the parks to the City.

**End of Parks Services Sub-Agreement**

**WORKING DRAFT**  
**Fire Service**  
**Delivery Sub-Agreement**

---

This Fire Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as fire services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as fire services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

- 1  
2 1. Service Delivery Agreement. The County shall continue to serve as the single,  
3 unified point of service for fire prevention and suppression and non-transport  
4 emergency medical service through the Sumter County Fire District.  
5
- 6 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s),  
7 the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215,  
8 Florida Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire  
9 Prevention Code in providing all fire prevention/safety inspections and complete all  
10 fire building plans reviews within the City and unincorporated areas.  
11

12 **End of Fire Services Sub-Agreement**

**WORKING DRAFT**  
**Libraries Service**  
**Delivery Sub-Agreement**

---

This Libraries Services Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides library services in the unincorporated areas of the county and the City provides library services in the city; and

WHEREAS, the County provides funding for library services through state grants and County General Fund; and

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as library services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as library services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. On October 1, 2009, the County shall assume library services for the City, and the County shall serve as the single, unified point of service for libraries in



unincorporated areas of the county and within the City.

2. Level of Service.

- a. The County will continue to have an established goal to attain state level of service standards for library services; and
- b. Library services shall also mean computer access and shall include copiers, computers, and other multi-media amenities.

**End of Library Services Sub-Agreement**

**WORKING DRAFT**  
**Workforce Housing**  
**Service Delivery Sub-Agreement**

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This Workforce Housing Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is the current sole provider of workforce housing assistance in the county; and

WHEREAS, the County provides funding for workforce housing through grants from the Federal Housing and Urban Development Agency (Section 8 and Community Development Block Grant), Florida Department of Community Affairs, Florida Housing Finance Corporation (State Housing Initiatives Partnerships), and County's General Fund. This funding is applied in both unincorporated and incorporated areas of the county; and

WHEREAS, the County and City recognize the most effective approach to assuring adequate workforce housing opportunities is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such workforce housing services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as workforce housing.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to workforce housing services will result in a more efficient and effective method of service and promote the adequate housing opportunities for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1  
2 1. Service Delivery Agreement.  
3

- 4 a. The County shall serve as the single, unified point of service for workforce  
5 housing services in unincorporated areas of the county and within the City.  
6  
7 b. The County shall provide the staffing and resources for promoting and facilitating  
8 the provision of workforce housing.  
9  
10 c. The workforce housing services shall be provided consistent with the County's  
11 and City's local ordinances and State and Federal law.  
12  
13 d. Funding for the Consolidated County/City Workforce Housing Services shall be  
14 generated from state and federal grants and County general fund. This does not  
15 preclude the use of other funding sources that may be implemented by the  
16 County, City, and state or federal governments for workforce housing in the  
17 future.  
18  
19 2. Workforce Housing Definition. The definition of "workforce housing" shall be based  
20 on State Housing Initiatives Program (SHIP) income guidelines.  
21  
22 3. Mitigation. The County or City will not unreasonably withhold development  
23 approval based on the provision or mitigation of affordable housing by a developer.  
24  
25 4. Strategy. The County and City agree to prepare a unified strategy to promote  
26 workforce housing.  
27  
28

**End of Workforce Housing Services Sub-Agreement**

**WORKING DRAFT**  
**Solid Waste Collection and Disposal**  
**Delivery Sub-Agreement**

---

This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County is required by Florida Statutes to provide a point of collection and disposal of solid waste for all of Sumter County; and

WHEREAS, the County provides a point of collection and disposal for solid waste for the City at the County's existing solid waste facility; and

WHEREAS, the City does not provide any solid waste collection or disposal services; and

WHEREAS, the County and City recognize the most efficient approach to provide solid waste collection and disposal services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as solid waste collection and disposal services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as solid waste collection and disposal services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to solid waste collection and disposal services result in a more efficient and effective method of service and promotes the health and welfare for

1 all of the citizens of Sumter County and agree a need exists to continue said service delivery  
2 arrangements in the following manner:

3  
4 1. Service Delivery Agreement.

5  
6 a. The County shall continue to provide the City the single point of collection and  
7 disposal at the County's solid waste facility and at any future facilities developed  
8 by the County.

9  
10 b. The City shall utilize the County's solid waste facility when economically  
11 feasible.

12  
13 2. Fees. The County shall continue to fund the solid waste collection and disposal  
14 services through fees by private collectors, tipping fees by the County, County  
15 recyclable revenues, and state grants. This does not preclude other future funding  
16 sources that may be implemented by the County or City.

17  
18 **End of Solid Waste Services Sub-Agreement**

**WORKING DRAFT**  
**Stormwater Management**  
**Service Delivery Sub-Agreement**

---

This Stormwater Management Service Delivery Agreement (the "Agreement") is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as stormwater management; and

1 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
2 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
3 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
4 agreements as a means to coordinate public services such as stormwater management.

5  
6 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
7 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
8 County agree a coordinated and unified approach to stormwater management results in a more  
9 efficient and effective method of service and promotes the health and welfare for all of the  
10 citizens of Sumter County and agree a need exists to implement said service delivery  
11 arrangements in the following manner:

12  
13 1. Service Delivery Agreement.

- 14  
15 a. At such time when the City triggers the need for compliance with NPDES  
16 regulations, the County shall provide oversight and management of the City's  
17 compliance with the NPDES regulations.  
18  
19 b. The City shall be responsible for the capital and maintenance costs related to the  
20 infrastructure for compliance with NPDES regulations. However, for  
21 infrastructure that provides benefits for property outside of the city limits, the  
22 County and City shall prepare a separate funding agreement to share in the cost  
23 and maintenance of the mutually benefiting infrastructure.  
24  
25 c. The County shall provide development review services related to stormwater  
26 systems for development projects within the City.  
27  
28 d. The County and City shall include stormwater management coordination within  
29 the separate Road Service Delivery Agreement.  
30

31 2. Drainage Basin Studies. The County shall include the City as a participant in the  
32 drainage basin studies with SWFWMD for those drainage basins that directly impact the  
33 City.  
34

35 3. Stormwater Design within the MSA. The County shall require development within  
36 unincorporated areas of the County within the defined Municipal Service Area (MSA) to  
37 coordinate their stormwater management design and facilities with the City's stormwater  
38 master planning efforts.  
39  
40  
41

**End of Stormwater Services Sub-Agreement**

**WORKING DRAFT**  
**Geographic Information Systems**  
**Service Delivery Sub-Agreement**

---

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this XX day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as geographic information systems; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as geographic information systems.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information.



- 1           b. The County shall provide GIS mapping services to the City.  
2  
3           c. If desired, the City shall be responsible for any/all physical connectivity to the  
4           County GIS in a manner acceptable to the County.  
5  
6       2. GIS Data Updates. The City and County shall send GIS data updates to each other, or  
7       any other agency requesting the data, on the first of every month or as requested.  
8       Updates shall be provided through the posting of the data to the County's ftp site or in  
9       another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.  
10  
11      3. 911 Addressing. The County shall be responsible for all 911 addressing within the  
12      City.  
13  
14

**End of GIS Services Sub-Agreement**

**WORKING DRAFT**  
**Law Enforcement**  
**Service Delivery Sub-Agreement**

---

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this XX day of XXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides funding for law enforcement services by the Sumter County Sheriff's Office; and

WHEREAS, the City provides funding for law enforcement services for the City of Coleman Police Department; and

WHEREAS, the County and City recognize the most efficient approach to providing adequate law enforcement protection is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as law enforcement services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to law enforcement services results in a more efficient and effective method of service and promotes the safety and welfare of all of the citizens of Sumter County and agree that a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If

1 that agreement should terminate without renewal, the City shall be solely  
2 responsible for law enforcement within the incorporated boundaries of the City.

- 3
- 4 2. The incorporated boundaries of the City shall include those areas annexed into  
5 the City including those areas annexed pursuant to the Planning Services  
6 subagreement and the MSA as defined in the Planning Services subagreement.  
7
- 8 3. Within the MSA, all law enforcement jurisdiction shall remain with the County in  
9 all areas which have not been annexed into the City.  
10
- 11 4. For purposes of law enforcement jurisdiction, a road right of way and road  
12 contained in a road segment shall be considered annexed into the City at the time  
13 of annexation of at least 51% of the parcels on each side of a road segment  
14 between two major intersecting roads as defined in the Road Services  
15 subagreement.  
16

17  
18 **End of Law Enforcement Services Sub-Agreement**  
19  
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46

**WORKING DRAFT**  
**Mosquito Control**  
**Service Delivery Sub-Agreement**

---

This Mosquito Control Service Delivery Sub-Agreement is made and entered into this XXth day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life and public health for the residents of Sumter County; and

WHEREAS, mosquito overpopulation is a threat to public health, safety and welfare; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use, public facilities and services, and protection of natural resources; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

**End of Mosquito Control Services Sub-Agreement**

1  
2  
3 **WORKING DRAFT**  
4 **Animal Control**  
5 **Service Delivery Sub-Agreement**  
6  
7

---

8 This Animal Control Service Delivery Sub-Agreement is made and entered into this  
9 XXth day of XXXX, 2009, by and between the City of Coleman ("City") and Sumter County  
10 ("County").  
11

12 WHEREAS, the City possesses a Municipal Home Rule Powers pursuant to Article VIII,  
13 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and  
14

15 WHEREAS, the County possesses powers of self government as provided by general or  
16 special law, so long as such acts are in the common interest of the people of the County, said  
17 powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and  
18 Section 125.01, Florida Statutes; and  
19

20 WHEREAS, the County and the City strive to preserve a high quality of life for all  
21 residents of Sumter County; and  
22

23 WHEREAS, untended domesticated pets such as dogs or cats, and untended domesticated  
24 livestock such as cattle provide a public safety and health; and  
25

26 WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida  
27 Statutes, encourages and empowers local government to cooperate with one another on matters  
28 of mutual interest and advantage; and  
29

30 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida  
31 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida  
32 Statutes, recognizes the use of interlocal service boundary agreements and joint planning  
33 agreements as a means to coordinate future land use, public facilities and services, and protection  
34 of natural resources; and  
35

36 NOW, THEREFORE, in consideration of the mutual covenants set forth in this  
37 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the  
38 County agree that a coordinated approach to animal control will protect and promote the health  
39 and safety of all of the citizens of Sumter County, and therefore state:  
40

41 1. Service Delivery Agreement.  
42

43 Sumter County shall provide animal control service to the areas in and abutting  
44 the incorporated boundaries of the City in the same manner that it does in the  
45 unincorporated areas of Sumter County, consistent with normal animal control practices,

1 and consistent with all applicable state and federal regulations and the and the applicable  
2 provisions of the Sumter County Code.

3

4

**End of Animal Services Sub-Agreement**

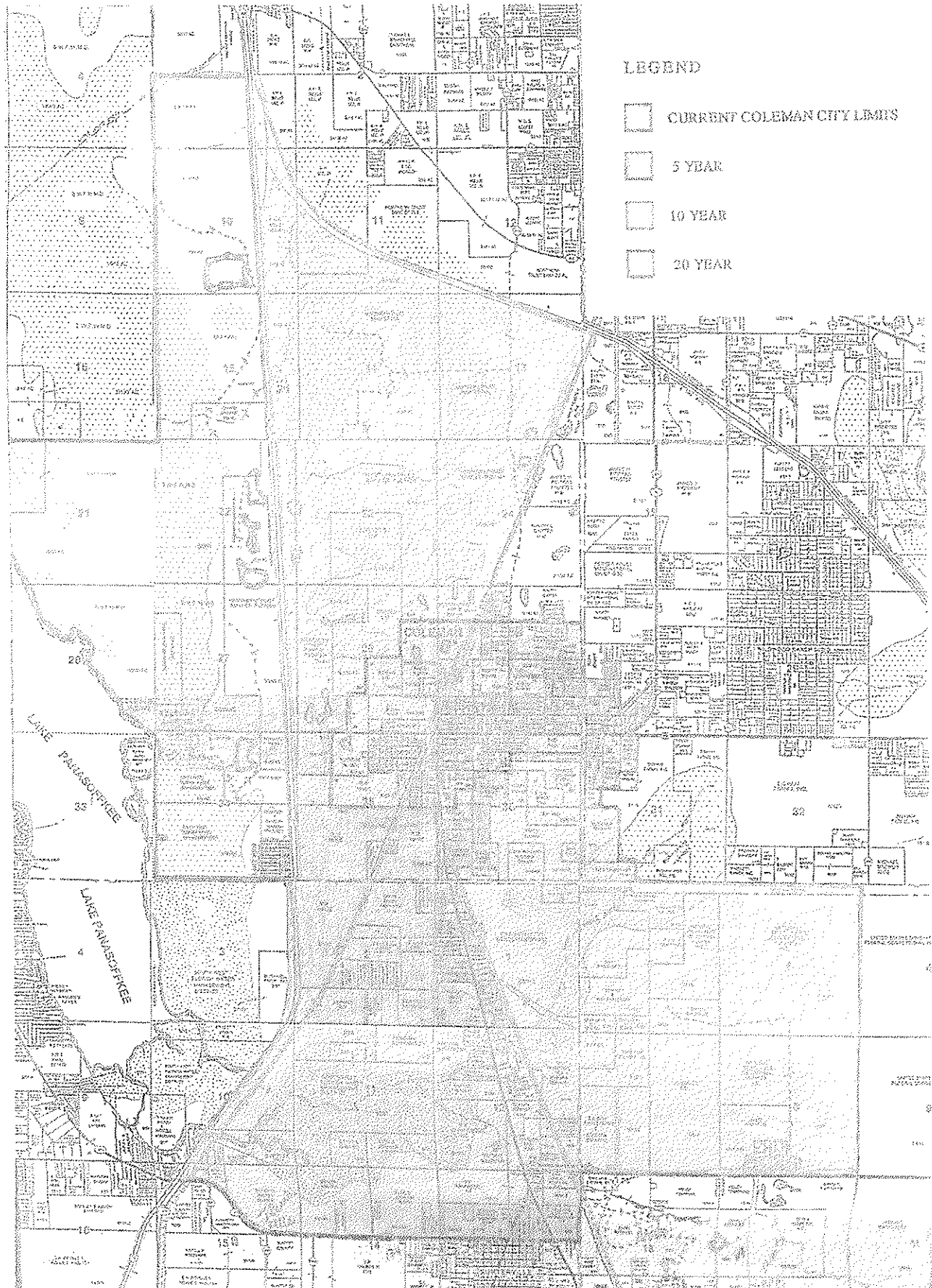
5

**ISBA/JPA Boundary  
Proposed by City of Coleman  
Resolution 2009-01  
February 9, 2009**

**The following map shows the ISBA/JPA  
proposed by the City of Coleman**

EXHIBIT A

CITY OF COLEMAN  
CURRENT AND FUTURE BOUNDARIES



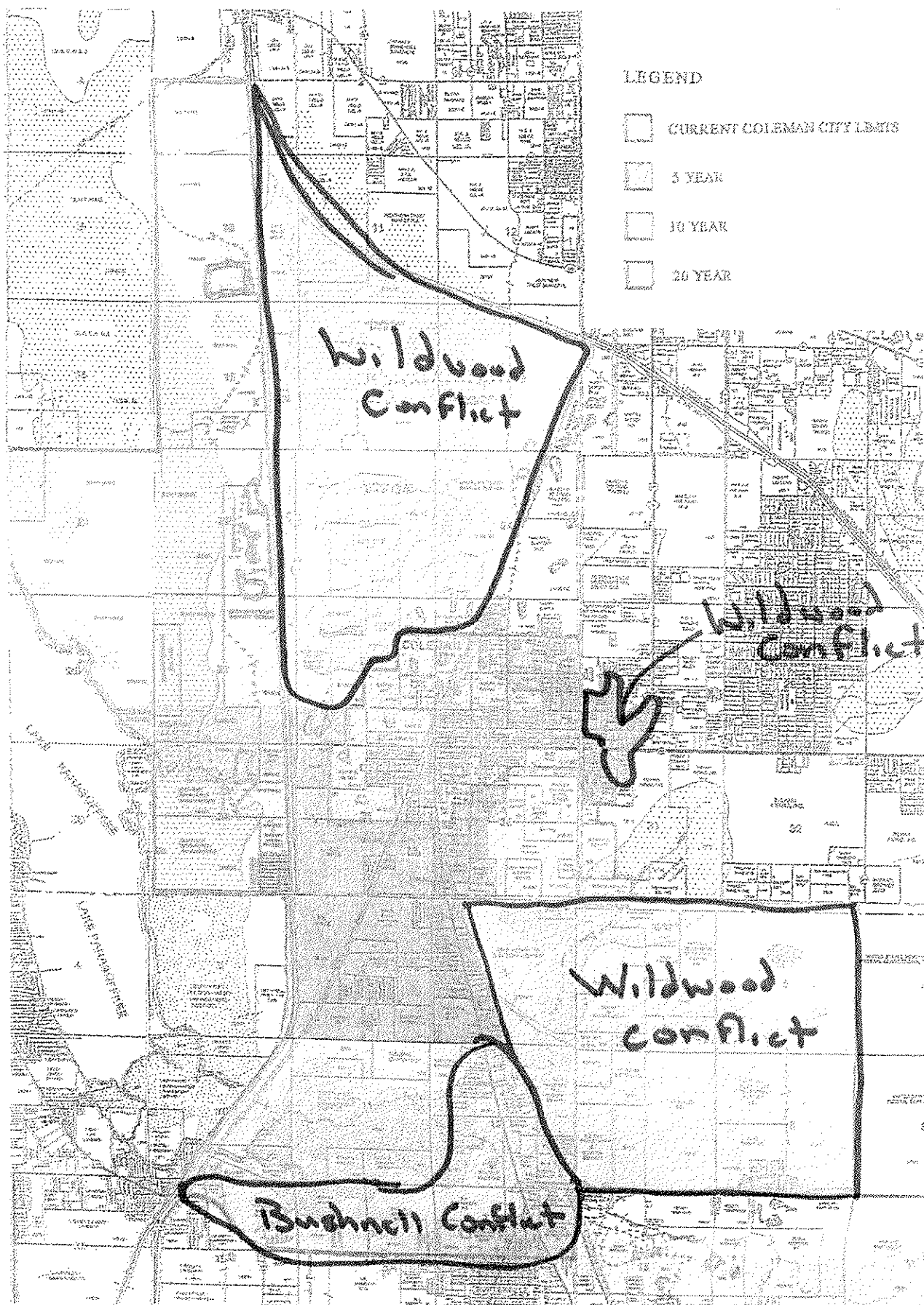


**ISBA/JPA Boundary  
Proposed by City of Coleman  
With Areas of Conflict Identified**

**The following map shows areas of  
conflict/potential conflict with adopted  
ISBA/JPA/Utility Service Area with the  
City of Wildwood and proposed  
ISBA/JPA with City of Bushnell**

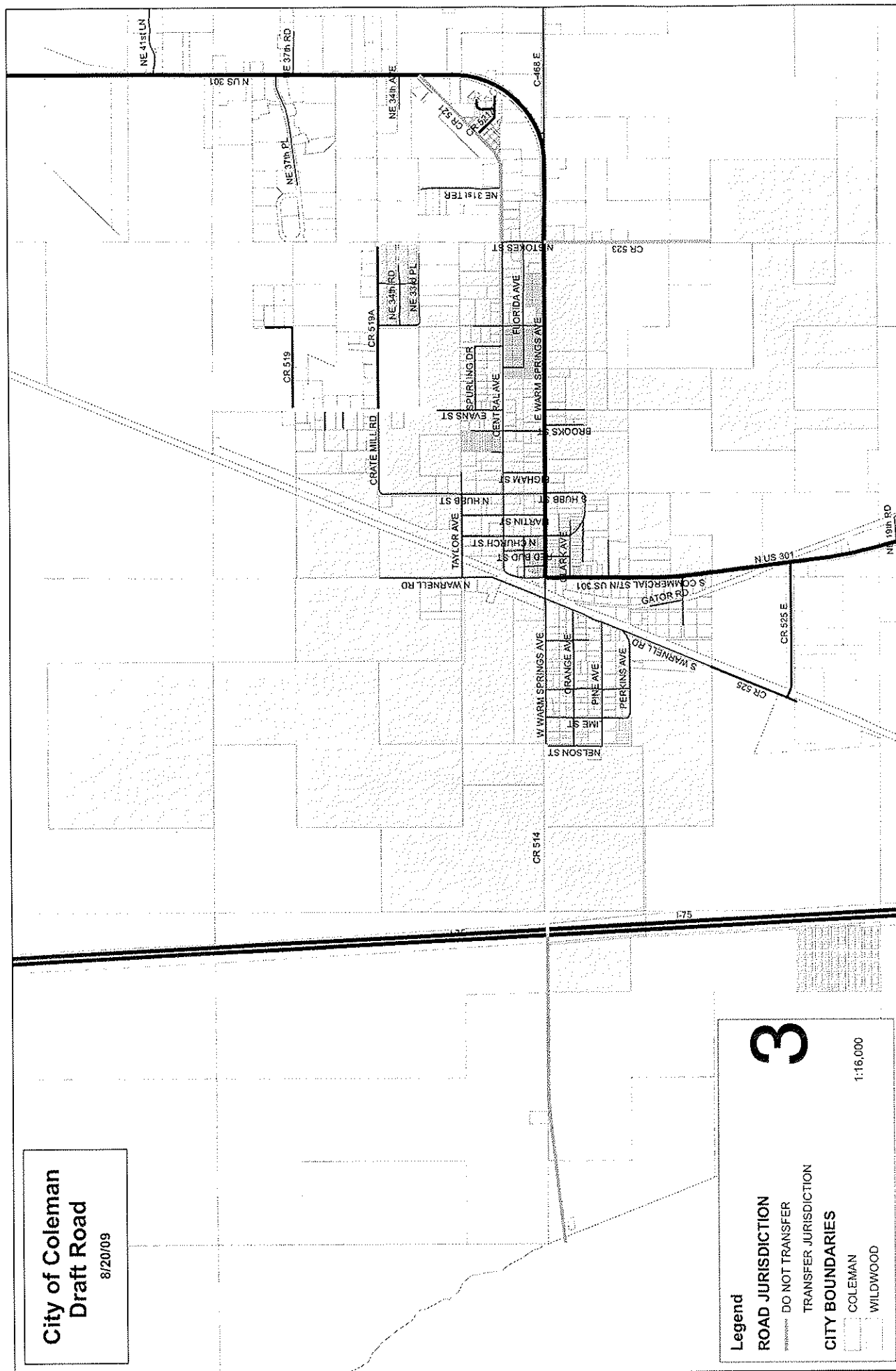
EXHIBIT A

CITY OF COLEMAN  
CURRENT AND FUTURE BOUNDARIES



## 8/20/09

1:16,000



City of Coleman Road Transitions

County Road Number	From	To	Parcel Frontage Total (Feet)	Parcel Frontage within City	Road %	Transfer Jurisdiction	Miles of Road to Transfer
CR 519	Evans St.	CR 519 N/S Leg	4,511	2,428	53.8%	Y	0.43
CR 514	Nelson St.	I-75	5,910	5,582	94.5%	Y	0.56
						<b>Total</b>	<b>0.99</b>
CR 514	I-75	End	9,744	953	9.8%	N	
CR 521	Stokes St.	US 301	6,340	664	10.5%	N	
CR 523	E Warm Springs Ave.	End	5,311	1,269	23.9%	N	

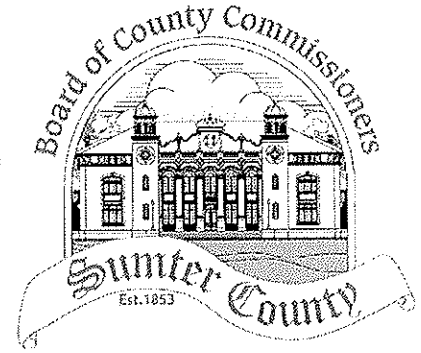
# Board of County Commissioners

## Division of Planning & Development

### Building Services Department

910 N. Main Street, Suite 301 • Bushnell, FL 33513 • Phone (352) 793-0270 • FAX: (352) 793-0274

Website: <http://sumtercountyfl.gov/plandevelop/building>



## Memo

To: City of Coleman

From: Robert Kegan

Date: 8/25/09

RE: City of Coleman - Building Permitting Services

Provide Building Services for the City of Coleman:

1. Permitting
  - a. CRW (Trakit) a complete tracking system.
  - b. Application Extender (imaging) is an archiving system.
  - c. We will provide coordination with Fire Services.
  - d. We will provide coordination with Planning and Zoning.
2. Plan Review
  - a. Comprehensive plan review with Multi-Certified Reviewers
  - b. Residential review time 2 to 4 days - first review to issuance
  - c. Commercial review time 3 to 7 days - first review to issuance
  - d. Miscellaneous review 1 to 3 days - first review to issuance
  - e. We will provide coordination with Fire Services

Robert E. Kegan, CBO  
Building Official  
(352) 793-0270

Bradley S. Arnold,  
County Administrator  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Richard "Dick" Hoffman, Dist 1  
(352) 753-1592 or 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Doug Gilpin, Dist 2  
Vice Chairman  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Don Burgess, Dist 3  
(352) 753-1592 or 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Garry Breeden, Dist 4  
Chairman  
(352) 793-0200  
910 N. Main Street  
Bushnell, FL 33513

Randy Mask, Dist 5  
2<sup>nd</sup> Vice Chairman  
Office: (352) 793-0200  
Home: (352) 793-3930  
910 N. Main Street  
Bushnell, FL 33513

3. Building /Fire Review Panel
  - a. We have procedures in place that regulate a Building /Fire review committee. It is designed to review differences of opinion between the Contractor/ Homeowner and the Building Code/Fire Code Officials. The committee can be assembled and an opinion can be rendered in a very short period of time. This will alleviate the need for submitting Building and Fire issues to the Florida Building Commission/ State Fire Marshals Office.
4. Inspections
  - a. Inspections requested are inspected the next business day.
  - b. Inspection staff is Multi –Certified for efficiency and customer service.
  - c. We will provide coordination with Fire Services
  - d. The Building /Fire Review Committee designed to resolve code related differences.
5. Code Enforcement
  - a. Complaints called in are inspected the next business day.
  - b. The property owner and the inspector discuss the violation and agree on a time frame as to when the violation will be corrected.
  - c. Usually two weeks later the inspector visits the site and re-inspects.
  - d. If the violation is not remedied in the allotted time. A certified letter is mailed requiring the property owner to appear before the Special Master.
  - e. The Special Master hears the case and renders a judgment.
6. Review of the Quarterly Report:
  - a. Reports can be designed to support your needs.

COLEMAN PUBLIC LIBRARY													
FY09	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
Circulation	187	145	177	715	144	182	169	143	233	187			2,282
Self check													0
Circulation Total	187	145	177	715	144	182	169	143	233	187			2,282
Attendance													
Attendance	795	600	716	669	645	703	840	768	825	901			7,462
Reference Questions	10	19	9	41	38	19	18	43	25	27			249
By e-Mail										3			3
Reference Total	10	19	9	41	38	19	18	43	25	30			252
Computer Users	486	498	435	388	418	453	570	443	472	525			4,688
Wi-Fi Usage					6	4	1	2	3	3			19
Early Literacy Comp.	2	4	8	7	5	1	2	3	4	3			39
Study Zone Comp.	6	2		5	2	8	11	6		0			40
Computer Users Total	494	504	443	400	431	466	584	454	479	531			4786
Adult Programs										0			0
YA Programs										0			0
Children's Programs	4	4	7	0	2	1	0	2	2	4			26
Family Programs								1	1	0			2
Total Programs	4	4	7	0	2	1	0	3	3	4			28
Adult Program Attendance										0			0
YA Prog Attendance										0			0
Kids' Program Attendance	18	12	36	0	17	3	0	14	30	61			191
Family Program Attendance								13	8	0			21
Total Prog Attendance	18	12	36	0	17	3	0	27	38	61			212
Community Outreach													
# Groups			1							0			1
# Attendance			48							0			48

COLEMAN PUBLIC LIBRARY													
FY09	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
Circulation	187	145	177	715	144	182	169	143	233	187			2,282
Self check													0
Circulation Total	187	145	177	715	144	182	169	143	233	187			2,282
Attendance	795	600	716	669	645	703	840	768	825	901			7,462
Reference Questions	10	19	9	41	38	19	18	43	25	27			249
By e-Mail										3			3
Reference Total	10	19	9	41	38	19	18	43	25	30			252
Computer Users	486	498	435	388	418	453	570	443	472	525			4,688
Wi-Fi Usage					6	4	1	2	3	3			19
Early Literacy Comp.	2	4	8	7	5	1	2	3	4	3			39
Study Zone Comp.	6	2		5	2	8	11	6		0			40
Computer Users Total	494	504	443	400	431	466	584	454	479	531			4786
Adult Programs										0			0
YA Programs										0			0
Children's Programs	4	4	7	0	2	1	0	2	2	4			26
Family Programs								1	1	0			2
Total Programs	4	4	7	0	2	1	0	3	3	4			28
Adult Program Attendance										0			0
YA Prog Attendance										0			0
Kids' Program Attendance	18	12	36	0	17	3	0	14	30	61			191
Family Program Attendance								13	8	0			21
Total Prog Attendance	18	12	36	0	17	3	0	27	38	61			212
Community Outreach													
# Groups			1							0			1
# Attendance			48							0			48

LIBRARY ON WHEELS													
FY09	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
Circulation	1,562	1,014	984	867	888	1,448	1,290	1,076	1621	1434			12,184
Self check													0
Circulation Total	1562	1014	984	867	888	1448	1290	1076	1621	1434			12,184
Attendance	1,175	716	691	624	808	1,013	784	625	1086	811			8,333
Reference Questions	30	106	97	125	187	189	133	141	183	149			1,340
By e-Mail		17	6							0			23
Reference Total	30	123	103	125	187	189	133	141	183	149			1,363
Computer Users	194	177	162	140	214	268	254	158	294	184			2,045
Wi-Fi Usage		0	0	0	0	0	0	0	0	0			0
Early Literacy Workstations		0	0	0	0	0	0	0	0	0			0
Study Zone Computers		0	0	0	0	0	0	0	0	0			0
Computer Users Total	194	177	162	140	214	268	254	158	294	184			2045
Adult Programs	0	0	0	0	0	0	0	0	0	0			0
YA Programs	1	1	1	1	1	0	0	0	1	0			6
Children's Programs	2	1	1	2	2	0	0	0	3	4			15
Family Programs	0	0	0	0	0	0	0	0	0	0			0
Total Programs	3	2	2	3	3	0	0	0	4	4			21
Adult Program Attendance	0	0	0	0	0	0	0	0	0	0			0
YA Prog Attendance	12	4	0	27	27	0	0	0	15	0			85
Kids' Program Attendance	14	13	4	7	7	0	0	0	75	87			207
Family Program Attendance	0	0	56	0	0	0	0	0	0	0			56
Total Prog Attendance	26	17	60	34	34	0	0	0	90	87			348
Community Outreach													
# Groups	1	2	1	2	3	1	2	1	1	1			15
# Attendance	12	462	16	53	226	69	267	53	86	30			1274

LIBRARY ON WHEELS													
FY09	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
Circulation	1,562	1,014	984	867	888	1,448	1,290	1,076	1621	1434			12,184
Self check													0
Circulation Total	1562	1014	984	867	888	1448	1290	1076	1621	1434			12,184
Attendance	1,175	716	691	624	808	1,013	784	625	1086	811			8,333
Reference Questions	30	106	97	125	187	189	133	141	183	149			1,340
By e-Mail		17	6							0			23
Reference Total	30	123	103	125	187	189	133	141	183	149			1,363
Computer Users	194	177	162	140	214	268	254	158	294	184			2,045
Wi-Fi Usage		0	0	0	0	0	0	0	0	0			0
Early Literacy Workstations		0	0	0	0	0	0	0	0	0			0
Study Zone Computers		0	0	0	0	0	0	0	0	0			0
Computer Users Total	194	177	162	140	214	268	254	158	294	184			2045
Adult Programs	0	0	0	0	0	0	0	0	0	0			0
YA Programs	1	1	1	1	1	0	0	0	1	0			6
Children's Programs	2	1	1	2	2	0	0	0	3	4			15
Family Programs	0	0	0	0	0	0	0	0	0	0			0
Total Programs	3	2	2	3	3	0	0	0	4	4			21
Adult Program Attendance	0	0	0	0	0	0	0	0	0	0			0
YA Prog Attendance	12	4	0	27	27	0	0	0	15	0			85
Kids' Program Attendance	14	13	4	7	7	0	0	0	75	87			207
Family Program Attendance	0	0	56	0	0	0	0	0	0	0			56
Total Prog Attendance	26	17	60	34	34	0	0	0	90	87			348
Community Outreach													
# Groups	1	2	1	2	3	1	2	1	1	1			15
# Attendance	12	462	16	53	226	69	267	53	86	30			1274



WILDWOOD PUBLIC LIBRARY													
FY09	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
Circulation	2,334	2,204	2,543	2,338	2,393	2,139	1,714	1,652	2,048	1,987			21,352
Self check													0
Circulation Total	2334	2204	2543	2338	2393	2139	1714	1652	2048	0			19,365
Attendance													
	4,259	3,557	4,224	6,723	7,843	7,295	7,295	6,486	6,166	7,596			61,444
Reference Questions	355	273	294	425	400	371	315	296	418	350			3,497
By e-Mail										0			0
Reference Total	355	273	294	425	400	371	315	296	418	350			3,497
Computer Users	1,914	1,634	1,753	2,181	1,758	1,755	1,845	1,467	1,805	1,984			18,096
Wi-Fi Usage	29	38	43	102	133	153	88	60	65	57			768
Early Literacy Workshops	87	59	76	65	44	59	37	39	56	56			578
Study Zone Computers	55	45	61	96	81	92	92	100	135	139			896
Computer Users Total	2085	1776	1933	2444	2016	2059	2062	1666	2061	2236			20,338
Adult Programs	8	2	2	2	3	3	2	3	3	5			33
YA Programs	3	3	0	0	1	1	2	1	1	0			11
Children's Programs	20	21	6	2	2	3	4	3	3	5			69
Family Programs										0			0
Total Programs	31	26	8	4	6	7	8	7	6	10			113
Adult Program Attendance	38	10	4	6	14	9	14	9	9	14			127
YA Prog Attendance	393	196	0	0	7	8	17	4	4	0			625
Kids' Program Attendance	331	380	41	42	12	93	42	32	131	286			1,390
Family Program Attendance							0			0			0
Total Prog Attendance	762	586	45	48	33	110	73	45	140	300			2,142
Community Outreach													
# Groups	1	5	14	9	15	6	4	3	1	0			58
# Attendance	151	166	409	183	187	200	218	115	32	0			1,661

BUSHNELL PUBLIC LIBRARY													
FY09	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	Total
Circulation	4,476	3,785	4,706	4,956	5,012	5,100	4,342	4,125	5,207	5,971			47,680
Self check													0
Circulation Total	4476	3785	4706	4956	5012	5100	4342	4125	5207	5971			47,680
Attendance	3,656	1,705	2,762	3,926	4,762	4,637	4,637	3,430	5,803	5,715			41,033
Reference Questions	293	234	137	175	295	324	324	250	266	312			2,610
By e-Mail	5	6	8	7	17	15	15	17	12	7			109
Reference Total	298	240	145	182	312	339	339	267	278	319			2,719
Computer Users	890	875	477	846	676	1215	1215	1224	1799	2330			11,547
Wi-Fi Usage	87	128	36	121	171	192	192	75	76	167			1,245
Early Literacy Comp.	127	67	42	63	72	53	53	47	97	227			848
Study Zone Comp.	42	29	32	27	32	32	32	52	82	222			582
Computer Users Total	1146	1099	587	1057	951	1492	1492	1398	2054	2946			14,222
Adult Programs	15	6	11	6	17	19	19	22	23	16			154
YA Programs	2	3	2	1	2	5	5	2	5	6			33
Children's Programs	13	8	11	7	4	8	8	4	13	13			89
Family Programs	1	1	1	1	0	0	0	0	1	0			5
Total Programs	31	18	25	15	23	32	32	28	42	35			281
Adult Program Attendance	282	187	173	244	504	381	381	381	123	224			2880
YA Prog Attendance	14	69	67	15	31	90	90	15	53	50			494
Kids' Program Attendance	265	164	179	112	74	148	148	148	516	527			2281
Family Program Attendance	400	400	37	12	0	0	0	103	11	0			963
Total Prog Attendance	961	820	456	383	609	619	619	647	703	801			6618
Community Outreach													0
# Groups	3	3	3	3	2	5	5	9	6	4			43
# Attendance	60	63	63	60	65	90	90	196	89	60			836

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